

STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN COUNTY OF HIDALGO
AND CITY OF WESLACO**

WHEREAS the County of Hidalgo (hereafter referred to as County) and City of Weslaco (hereafter referred to as City) seek to enter into an Interlocal Agreement to provide and receive pickup and disposal service of commercial waste for the Sheriff's East Substation. This Interlocal Agreement is being entered into in accordance with **Texas Local Government Code. TITLE 7 Intergovernmental Relations Chapter 791. Interlocal Cooperation Contracts.**

NOW THEREFORE, on the dates indicated the County agrees to abide by all of the requirements of the City's Amended and Restated Contract for Solid Waste Collection and Disposal that relates to the service being provided by the City for the County, said agreement is set out in full thereafter,

1. City agrees to provide the pickup and disposal of solid waste from the County's Sheriff's East Substation once weekly at a cost of \$119.43 per month as stated in City's contract.
2. City agrees to provide the County with an eight (8) cubic yard refuse collection bin at the designated location.
3. City shall provide County with an invoice showing the rates as stated on the City's Contract and the number and dates of all pickups made within the month being invoiced.
4. County agrees to pay City within thirty (30) days of receipt of invoice from City for the number of pickups made on the previous month and at the rates as stated in City's contract
5. The Term of this Agreement shall be for one (1) year with the option to renew for five (5) additional one (1) year terms upon the same terms and conditions described herein.
6. Upon a change in price and/or effective rates for services provided to County, City shall notify County in writing within ten (10) working days of the change.
7. County may terminate this Agreement with or without cause upon sixty (60) days written notice to City.
8. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are

performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Gov't Code Ann. Section 271.903.

10. To the extent allowed by law, County and City agree that both County and City shall be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or other, in or to any third persons or entities.

This Interlocal Agreement shall commence as of the date of acceptance and execution and shall remain in full force for a period of one (1) year unless terminated by either County or City by giving the other party a sixty (60) day notice. If no notice of termination is given by either party this agreement shall automatically renew for additional period not to exceed the length of the original agreement.

All agreements between City and County are set out in this agreement and no other agreements not contained herein shall be enforceable against either party.

ACCEPTED, APPROVED AND WITNESSED on this the _____ day of _____, 2013.

CITY OF WESLACO, TEXAS
A TEXAS HOME-RULE MUNICIPAL
CORPORATION

By: _____
Ramon Vela, City Attorney

By: _____
Elizabeth Walker, City Secretary

By: _____
Miguel D. Wise, Mayor

ATTEST:

COUNTY OF HIDALGO, TEXAS

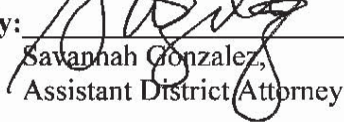
By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

**Office of Criminal District Attorney
Rene Guerra**

By:  _____
Savannah Gonzalez,
Assistant District Attorney